

EXHIBIT 4

108:06:22

UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

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MARK C. SCARSI, U.S. DISTRICT JUDGE

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REPORTER'S TRANSCRIPT OF JURY TRIAL

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Los Angeles, California

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AMY DIAZ, RPR, CRR, FCRR
Federal Official Reporter
350 West 1st Street, #4455
Los Angeles, CA 90012

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1 APPEARANCES OF COUNSEL:

2 For the Plaintiff:

3
4 IRELL & MANELLA LLP
5 By: Jason Sheasby, Attorney at Law
Michael Harbour, Attorney at Law
1800 Avenue of the Stars, Suite 900
6 Los Angeles, California 90067

7 IRELL & MANELLA LLP
8 By: Lisa Glasser, Attorney at Law
Matthew Ashley, Attorney at Law
840 Newport Center Drive, Suite 400
9 Newport Beach, California 92660

10 For the Defendant:

11 O'MELVENY & MYERS, LLP
12 By: Darin Synder, Attorney at Law
Two Embarcadero Center, 28th Floor
13 San Francisco, California 94111

14 O'MELVENY & MYERS, LLP
15 By: Amy Lucas, Attorney at Law
1999 Avenue of the Stars, 7th Floor
Los Angeles, California 90067

16 O'MELVENY & MYERS, LLP
17 By: Anton Metlitsky, Attorney at Law
Marc Pensabene, Attorney at Law
18 Times Square Tower
7 Times Square
19 New York, New York 10036

20 O'MELVENY & MYERS, LLP
21 By: Marc Feinstein, Attorney at Law
400 South Hope Street, 18th Floor
Los Angeles, California 90071

109:29:30 e-mails conceded it was not limited to the NVDIMM-P project.

209:29:35 This is Exhibit 35, in which Indong Kim, who was

309:29:39 charged with performing the JDIA, he testified that even

409:29:45 though there was no collaborative relationship on NVDIMM-P,

509:29:50 it is true that there was an obligation to supply product.

609:29:55 And he admitted those products he was referring to have

709:29:58 nothing to do with NVDIMM-P.

809:30:02 The idea that we gave away 20-plus years of

909:30:08 innovation in exchange for a commitment to supply some chips

1009:30:13 if some product that didn't exist JDP, NVDIMM-P, and might

1109:30:17 never exist, has no connection to reality.

1209:30:24 In fact, it is meaningless, because the contract it

1309:30:27 signed gave Samsung the right to stop the development

1409:30:31 whenever it wanted.

1509:30:35 The second issue, Samsung is in material breach.

1609:30:41 The root of the parties' agreement.

1709:30:46 We know what the root of the party's agreement is,

1809:30:49 it's in Exhibit 101, and you can look at it. Supply of NAND

1909:30:52 and DRAM. It doesn't say just for the JDP. And what they

2009:30:57 say is that it enables Netlist to expand its business. That

2109:31:02 is the root of the agreement.

2209:31:05 The root of the agreement has been destroyed. Zero

2309:31:09 allocation. Zero allocation. And you see month after month

2409:31:16 after month until we terminated, until we terminated, they

2509:31:23 continued to choke off our business.